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01/16/97 08:33 AM 25.00
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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER & LIGHT
REC BY: P ANDERSON DEPUTY - WI

03/10/97 12:07 PM 24.00
6589762
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER & LIGHT
REC BY: B ROME DEPUTY - WI

EASEMENT

KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation, as "Grantor", hereby conveys to PACIFICORP, an Oregon corporation, dba UTAH POWER & LIGHT COMPANY, its successors in interest and assigns, as "Grantee", for the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, an easement and right of way for the erection, operation and continued maintenance, repair, alteration, and inspection of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and one (1) two pole structure, thirteen (13) poles and thirteen (13) guy anchors, with the necessary stubs, cross arms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across Grantor's land located in Salt Lake County, Utah, described as follows:

MARK G. WHITLOCK
RIGHT OF WAY & LAND ACQUISITIONS
UTAH POWER & LIGHT COMPANY
1407 West North Temple
Salt Lake City, Utah 84140

Parcel No. 1
12-16-100-104-200
2001
2002
NE-16-1554
15-17-400-002
SE-17

Parcel No. 1 A Right-of-Way, 80 feet in width, being 40 feet on each side of the following described center line:

Beginning at a point at a new two pole structure in an existing power line, said point being north 246 feet and east 2344 feet from the west one quarter corner of Section 16, Township 1 South, Range 3 West, S.L.M., thence South 39°39' West, 375.6 feet; thence South 07°13' West, 1174.8 feet; thence South 72°27' West, 1204.4 feet; thence South 78°15' West, 1317.2 feet, to a new pole in an existing power line on said land and being in the SE¼ of the NW¼, the E¼ of the SW¼ and the SW¼ of the SW¼ of said Section 16, and the SE¼ of the SE¼ of Section 17, Township and Range aforesaid. (Contains 7.48 acres more or less.)

Parcel No. 2 Together with a right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning at a point on the above described centerline, of the 80 foot wide easement, said point being north 246 feet and east 2344 feet from the west one quarter corner of Section 16, Township 1 South, Range 3 West, S.L.M., thence North 49°05' West, 65 feet to the point of terminus, being in the SE¼ of the NW¼ of said Section 16. (Contains .01 acres more or less.)

Parcel No. 3 Together with a right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning at a point on the above described centerline, of the 80 foot wide easement, said point being north 2596 feet and west 536 feet from the south one quarter corner of Section 16, Township 1 South, Range 3 West, S.L.M., thence South 39°39' West, 85 feet to the point of terminus, being in the NE¼ of the SW¼ of said Section 16. (Contains

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SK7615PG0502

.02 acres more or less.)

Parcel No. 4 Together with a right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning at a point on the above described centerline, of the 80 foot wide easement, said point being north 2596 feet and west 536 feet from the south one quarter corner of Section 16, Township 1 South, Range 3 West, S.L.M., thence North 07°13' East, 85 feet to the point of terminus, being in the NE¼ of the SW¼ and the SE¼ of the NW¼ of said Section 16. (Contains .02 acres more or less.)

Parcel No. 5 Together with a right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning at a point on the above described centerline, of the 80 foot wide easement, said point being north 1431 feet and west 683 feet from the south one quarter corner of Section 16, Township 1 South, Range 3 West, S.L.M., thence South 07°13' West, 85 feet to the point of terminus, being in the NE¼ of the SW¼ of said Section 16. (Contains .02 acres more or less.)

Parcel No. 6 Together with a right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning at a point on the above described centerline, of the 80 foot wide easement, said point being north 1431 feet and west 683 feet from the south one quarter corner of Section 16, Township 1 South, Range 3 West, S.L.M., thence North 72°27' East, 85 feet to the point of terminus, being in the NE¼ of the SW¼ of said Section 16. (Contains .02 acres more or less.)

Parcel No. 7 Together with a right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning at a point on the above described centerline, of the 80 foot wide easement, said point being north 1068 feet and east 808 feet from the southwest corner of Section 16, Township 1 South, Range 3 West, S.L.M., thence South 14°39' East, 75 feet to the point of terminus, being in the SW¼ of the SW¼ of said Section 16. (Contains .02 acres more or less.)

Parcel No. 8 Together with a right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning at a point on the above described centerline, of the 80 foot wide easement, said point being north 800 feet and west 481 feet from the southeast corner of Section 17, Township 1 South, Range 3 West, S.L.M., thence South 78°15' West, 85 feet to the point of terminus, being in the SE¼ of the SE¼ of said Section 17. (Contains .02 acres more or less.)

Parcel No. 9 Together with a right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

BK 7578162808
SK 7615P60503

Beginning at a point on the above described centerline, of the 80 foot wide easement, said point being north 800 feet and west 481 feet from the southeast corner of Section 17, Township 1 South, Range 3 West, S.L.M., thence North 54° 14' East, 85 feet to the point of terminus, being in the SE¼ of the SE¼ of said Section 17. (Contains .02 acres more or less.)

Survey Nos. 13-16-100-004; 13-17-400-002

This easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions and agreements, to-wit:

1. Grantee shall have full rights of ingress and egress necessary for the purposes of doing all construction and of making any and all repairs, alterations, replacements, additions or extensions necessary for the full operation and maintenance of the aforesaid poles, guy anchors, and associated facilities.

2. The use of this property by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of this and other property of Grantor, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated.

3. Grantee agrees in the absence of negligence or willful misconduct on the part of Grantor, to indemnify and save grantor, its parents and affiliates, harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantor for (1) damage because of bodily injuries, including death, at any time resulting therefrom; (2) damage to property, sustained by any person or persons; (3) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; or (4) any other loss or damage suffered or incurred by Grantee, its employees or agents, or any third party arising out of or in any manner connected with the existence or use of this easement (collectively), (1) - (4) are defined herein as "Liabilities". Grantee shall indemnify and save Grantor harmless from and against said liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part by violation or any duty imposed by a statute, ordinance or regulation on the part of Grantee, its agents, employees or any third parties. In addition, Grantee agrees to promptly repair or replace at its apportionate cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee in the maintenance, operation, existence or use of said easement and such adjacent portions of Grantor's property as Grantee shall utilize from time to time.

4. This easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. If at any time hereinafter, the operation or maintenance of said poles, guy anchors, and associated facilities as hereinabove described, or any portion thereof, shall interfere with any operations of Grantor, whether or not now in existence, Grantee shall, upon request from Grantor, reconstruct said poles, guy anchors, and associated facilities so as to avoid such interference. Cost of such relocation shall be born by Grantor.

6. This Easement is accepted by Grantee, subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantor and Grantee have caused this agreement to be executed this 20th Day of December, 1994.

Grantor
KENNECOTT UTAH COPPER CORPORATION

Witness:

By *[Signature]*
 Its *Controller*

APPROVED AS TO
 2/20/96 *[Signature]*

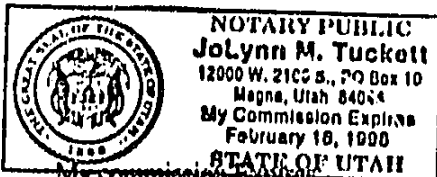
Grantee
UTAH POWER & LIGHT COMPANY

Witness:

By *Thomas W. Ferguson*
 Its *VICE PRESIDENT*

STATE OF UTAH)
) : SS.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this *20th* Day of *Dec.*, 199*6*, by *D.J. Friano, Controller* of **KENNECOTT UTAH COPPER CORPORATION**.

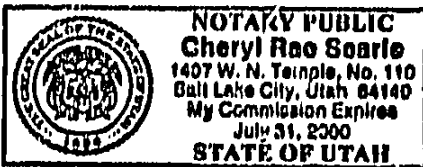


[Signature]
 NOTARY PUBLIC
 Residing at: *Salt Lake Co., UT*

My Commission Expires:
Feb. 18, 1998

STATE OF UTAH)
) : SS.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this *21st* Day of *Feb.*, 199*7*, by *Thomas W. Ferguson, Vice President* of **PACIFICORP an Oregon Corporation, dba UTAH POWER & LIGHT COMPANY**.



[Signature]
 NOTARY PUBLIC
 Residing at: *Salt Lake County, UT*

My commission Expires:
July 31, 2000

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 SK 7615960505